Form Approved CONTRACT DATA REQUIREMENTS LIST OMB No. 0704-0188 (2 Data Items) is reporting burden for this collection of information is estimated to average 220 hours per response, This was time for reviewing instructions, searching existing data sources, gathering and maintaining the data arei, in a completing and reviewing the collection of information. Send comments regarding this burden estimate or the conspect of this collection of information, including suggestions for reducing this burden, to Department of the results and the control of information, including suggestions for reducing this burder, to bepart the order, which again the dead quarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 to dealer. This Highway, Suite 1204, Arlington, VA 2202-4302. Respondents should be aware that notwithstanding any the privile of law, no person shall be subject to any penalty for failing to comply with a collection of increase if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the a the attress. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in C.CATEGORY: A. CONTRACT LINE ITEM NO. B.EXHIBIT TDP OTHER $TM\square$ F. CONTRACTOR E.CONTRACT/PR NO. D. SYSTEM/ITEM 1560-01-088-1712 17 PRICE GROUP 3.SUBTITLE A.TITLE OF DATA ITEM 3 REQUEST FOR WAIVER 18.ESTIMATED 6.REQUIRING OFFICE . PUBLICATION (Tata Adquisition Document No.) TOTAL PRICE DEFENSE SUPPLY CENTER DI-CMAN-80640B 14.DISTRIBUTION 10DATE OF FIRST SUBMISSION H.FIST STATEMENT BO NEC 10FREQUENCY REQ TREE b. COPIES AS REQ. 11.AS OF DATE 13.DATE OF SUBSEQUENT a. ADDRESSEE Draft Final SUBMISSION AS REQ. Repr DCMC/ACO 1/0 1/0 PRINCIPLE FOR PURBLE WAIVER FOR THE LIFE OF THE CONTRIACT DCMC/QAR PCO 1/0 DSC 1/0 15.TOTAL 4/0 3.TITLE OF LATA ITEM 3.SUBTITLE 17.PRICE GROUP REQUEST FOR DEVIATION THE FITT For a Adquisition Document No.) 5.CONTRACT REFERENCE 6.RE2QUIRING OFFICE 18.ESTIMATED TOTAL PRICE DI-CMAN-80641B DEFENSE SUPPLY CENTER 9.DEST STATEMET REQUIRIES 10.FREQUENCY 12.DATE OF FIRST SUBMISSION 14 DISTRIBUTION AS REQ. LT 13DATE OF SUBSEQUENT SUBMISSION 11AS OF DATE b. COPIES a.ADDRESSEE AS REQ. Draft Repro DCMC/ACO 1/0 As , No. 4. FOR EVERY DEVIATION FOR THE LIFE OF THE CONTRACT DCMC/OAR 1/0 PCO 1/0 DSC 1/0

I.APPROVED BY

NAVICP-P / 0733

DD Form 1423-2, AUG 96 PREVIOUS EDITION MAY BE USED

H.DATE

05-23-03

G.PREPARED BY

NAVICP-P / 0733.1

Page _____

15.TOTAL

Pages

4/0

J.DATE

INSTRUCTION FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

TH GOVERNM

FOR GOVERNMENT PERSONNEL

Item A. Self-explanatory

Item B. Self-explanatory

Item C. Mark (X) appropriate category: TDP - Technical Data Package: TM - Technical Manual Other - other category of data, such as AProvisioning,≅ AConfiguration Management≅, etc.

Item D. Enter name of system item being acquired that data will support.

Item E. Self-explanatory (to be filled in after contract award)

Item F. Self-explanatory (to be filled in after contract award)

Item G. Signature of preparer of CDRL

Item H. Date CDRL was prepared

Item I. Signature of CDRL approval authority

Item J. Date CDRL was approved

Item 1. See DoD FAR Supplement Subpart 4.71 for proper numbering.

Item 2. Enter title as it appears on data acquisition document cited in Item 4.

Item 3. Enter subtitle of data item for further definition of data item (optional entry)

Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-1 (AMSDL), or one-time DID number, that defines data content and format requirements

Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number)

Item 6. Enter technical office responsible for ensuring adequacy of the data item

Hem 7. Specify requirement for inspection acceptance of the data item by the Government

Item 8. Specify requirement for approval of a draft before preparation of the final data item

Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref DoDD 5230,24)

Item 10. Specify number of times data items are to be delivered

ttem 11. Specify as-of date of data item, when applicable

4tem 12. Specify when first submittal is required

Hem 13. Specify when subsequent submittals are required, when applicable

Item 14. Enter addressees and number of draft final copies to be delivered to each addressee. Explain reproducible copies it Item 16

Item 15. Enter total number of draft final copies to be delivered

Hem 16. Use for additional clarifying information for items 1 through 15. Examples are: Tailoring of documents cited in Item 4: Clarification of submittal dates in Items 12 and 13: Explanation of reproducible copies in Item 14: Desired medium for delivery of the data item.

FOR THE CONTRACTOR

Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423

a. Group I. Definition - Data which is not otherwise essential to the contractorσ performance of the primary contracted effort (production development, testing, and administration) but which is required by DD Form 1423

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort both the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirement, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production development for the Government of that items of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if not data were required. The estimated data prices shall not include any amount for rights in data. The Government s right to use the data shall be governed by the pertinent provisions of the contract

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)				Form Approved OMB No. 0704-0188			
in the open ind burden for this collection of environing instructions, search the first and reviewing the collection was a finite collection of informatic clients as search and the search of the sea	ing emisting data of information. in, including sug- thorate for Informate for Informate for Informate for Informate Not the Office	s sources, gathering and maint Send comments regarding this gostions for reducing this bur mation Operations and Reports, of Management and Budget, Pap form to either of these addre	aining the data burden estimate den, to Departme 1215 Jefferson erwork Reduction	needed e or an ent of Davis n Proje	, and y oth Defen: Highw ct (0	er se, ay, 704-	
A. CONTRACT LINE ITEM NO. B. H	XH/ATCH NO.	C. CATEGORY:					
1560-01-088-1712		TDP TM	OTHER				_
D. SYSTEM/ITEM			CONTRACTOR				17.PRICE
. ; and still Mo. 2. Title OF DATA		3. SUBTITLE					GROUP
5 CERTIFI	CATION DATA/	REPORTS	Te spanners and or			*****	18.ESTIMATE
v. ANTHURITY COSTA Acquisition Document DI-MISC-80678/T3	. No.)	5. CONTRACT REFERENCE	6. REQUIRING OF DEFENSE ST		CENT	rer -	D TOTAL PRICE
. 11 150 FEC 3. DIST STATEMENT	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION				
LT REQUIRED	AS REQ	SEE BLOCK 16*		b. COI	PIES		
P. 大門 位进事	11. AS OF DATE	13. DATE OF SUBSEQUENT	-		1	Final	
A	AS REQ	SUBMISSION SEE BLOCK 16**	a.ADDRESSEE	Draft	Reg	Repro	
PARA. 10.1,10.2,10.2.1,10.2.2,				-			_
**BLOCK # 13- REPORTS SHALL SUB-TITLES. These certification Testing (PLT) or contract comp CERTIFICATION REPORTS FOR PRIN SPECIFICATIONS SHALL INCLUDE, CERTIFICATION THAT ALL VENDORS PRIME (OEM) APPROVED FOR THEIR	BE PROVIDED as are require pletion if tes E (OEM) PROCE	ed at Production Lot sting is waived. ESSES AND MATERIAL THESE PROCESSES ARE	DCMC/ACO DCMC/QAR		1/0		
		_	+		-		
-1090F # 5- CONTRACT REFERENCE:	P/N: (782	286) 70301-10008-044	PCO		1/0		
1. Material Certification 2. Certification of Approv 3. PENETRANT INSPECTION po 4. HEAT TREATMENT per AMS	ed Material er SS-8806.						
	DATE 5-23-03 PREVIOUS	I. APPROVED BY NAVICP-P / 0733 EDITION MAY BE USED	1	J. D.	ATE		

CONTRACT DATA REQUIREMENTS LIST

CONTRACT DATA REQUIREMENTS LIST

Form Approved OMB No. 0704-0188

(2 Data Items) public reporting burgen for this collection of information is estimated to average 220 hours per response, under the time for reviewing instructions, searching existing data sources, gathering and maintaining the data country the rime for reviewing instructions, searching existing data sources, gathering and maintaining the data sources, gathering and reviewing the collection of information. Send comments regarding this burden estimate or a first appet of this sollection of information, including suggestions for reducing this burden, to Department of the appet of this sollection of information, including suggestions for reducing this burden, to Department of the appet of this sollection of the sollection of

The second secon	of law, no person I does not display Pena completed for	a currentiv	walid OMB control	number. Pleas	e DO NOT RETURN	vour for	nm to the	
A.CONTRACT LINE ITEM NO. B.EXHIBIT D. SYSTEM/ITEM E.CONTRACT/PR NO.		B.EXHII	B.EXHIBIT		: TM∏	OTHER[
		TDP TM OTHER F. CONTRACTOR						
	0.TIPLE OF DATA	ITEM		3.SUBTITLE				17.PRICE GROUP
1	CERTIFICATION DATA REPORT			COMPLETE PROCESS OPERATION SHEETS				
. Discontra (fac.	a Asquisition Pocu	ment No.) [.CONTRACT REFEREN	ICE	6.REQUIRING OF	FFICE	<u> </u>	18.ESTIMATED
DI-MISC-80678	3/ T1				DEFENSE SU	JPPLY (CENTER	TOTAL PRICE
7,712 (8)	.LIDT STATEMENT REQUIRED	10FREQUENCY			14.			
LT		AS REQ.			b. COPIES			
A		11.AS OF DA	SUBMISSIO	N	a. ADDRESSEE	Draft	Final Reg Repr	20
ju jaaren opage		AS REQ.	SEE BLOCE	C # 16	DCMC/ACO		1/0 Reg Repr	
PARA. 10.1,10.2,10.2.1,10.2.2,10.2.4,10.5				DCMC/QAR PCO		1/0		
SAMPLE (S)	OPERATION SHEET	·						
COMPLETION OF	FAT/PLT				NADEP		1/0	
:								
1 Will 1781 1881	Tolttle of Data	7 P1/14	···	3.SUBTITLE	15.TOTAL		4/0	17.PRICE GROUP
2	CERTIFICAT		REPORT 5.contract referei		E INSPECTION 6.RE2QUIRING		OD SHEETS	18.ESTIMATED
DI-MISC-80678/T2		C. W. Sand Bald				TOTAL PRICE		
					DEFENSE S	OPPLY	CENTER	
LT	.DEST STATEMET REQUISIED	10.FREQUENC AS REQ.	12.DATE OF F SEE BLOCK	14				
		11As OF DAT	E 13DATE OF SU	BSEQUENT		b	. COPIES	
A			SUBMISSION SEE BLOCE	K #16	a.ADDRESSEE	Draft	Final Reg Rep	ro
The second secon		AS REQ.	SEE BLOCK	. π10	DCMC/ACO		1/0	
	.2.1,10.2.2,10.2.4,10.5				DCMC/QAR		1/0	
*TECH SUBMISSION OF FIRST ARTICLE/PRODUCTION LOT TEST				PCO	·	1/0		
JAKPLE (S)	CONTRACT COMPLE	TT ON						
1	CONTRACT COMPLE	I I ON			NADEP		1/0	
					15. TOTAL		4/0	
G.PREPARED MAVICE-P /		H.DATE 05-23-03		PROVED BY CP-P / 073	13	J.DAT	E	
DD Form 142	3-2, AUG 96	PREVIOUS E	DITION MAY BE	USED E	Page	h	Page	 S

INSTRUCTION FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

ECR GOVERNM

FOR GOVERNMENT PERSONNEL

Item A. Self-explanatory

Item B. Self-explanatory

Item C. Mark (X) appropriate category: TDP - Technical Data Package: TM - Technical Manual Other - other category of data, such as AProvisioning,≅ AConfiguration Management≅ .etc.

Item D. Enter name of system item being acquired that data will support.

Item E. Self-explanatory (to be filled in after contract award)

Item F. Self-explanatory (to be filled in after contract award)

Item G. Signature of preparer of CDRL

Item H. Date CDRL was prepared

Item 1. Signature of CDRL approval authority

Item J. Date CDRL was approved

I tem 1. See DoD FAR Supplement Subpart 4.71 for proper numbering.

I tem 2. Emer title as it appears on data acquisition document cited in Item 4.

Item 3. Enter subtitle of data item for further definition of data item (optional entry)

Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-1 (AMSDL), or one-time DID number, that defines data content and format requirements

Hem 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number)

Item 6. Enter technical office responsible for ensuring adequacy of the data item

Item 7. Specify requirement for inspection acceptance of the data item by the Government

Item 8. Specify requirement for approval of a draft before preparation of the final data item

Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref DoDD 5230,24)

Item 10. Specify number of times data items are to be delivered

Item 11. Specify as-of date of data item, when applicable

Item 12. Specify when first submittal is required

Hem 13. Specify when subsequent submittals are required, when applicable

Item 14. Enter addressees and number of draft final copies to be delivered to each addressee. Explain reproducible copies it Item 16

Item 15. Enter total number of draft final copies to be delivered

Item 16. Use for additional clarifying information for items 1 through 15. Examples are: Tailoring of documents cited in Item 4: Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14: Desired medium for delivery of the data item.

FOR THE CONTRACTOR

Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423

a. Group I. Definition - Data which is not otherwise essential to the contractoro performance of the primary contracted effort (production development, testing, and administration) but which is required by DD Form 1423

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort both the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation. control. or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirement, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production development for the Government of that items of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if not data were required. The estimated data prices shall not include any amount for rights in data. The Government s right to use the data shall be governed by the pertinent provisions of the contract

QUALITY ASSURANCE PROVISIONS

NSN: 1560-01-088-1712

P/N: (78286)70301-10008-044

NOMEN: SUPPORT ASSY CONTROL

Articles to be furnished hereunder shall be manufactured, tested and inspected in accordance with drawing number (78286) 70301-10008-044 latest revision and all details and specifications referenced therein.

I. Quality/Inspection Requirements

- A. MIL-I-45208 or ISO 9000 equivalent applies:
- B. First Article Testing applies:
- C. Mandatory Inspection applies:
- D. Production Lot Testing Applies:
- E. Site Survey may be required:

II. Supplemental Requirements

- A. Additionally, para. 3.1-3.5, 5.1-5.2, 6.1-6.2 of MIL-Q-9858 or ISO 9000 equivalent apply.
- B. The contractor shall identify on the process/operation sheets all manufacturing sources performing processes/operations outside of their facilities. These sheets shall not be revised or altered after the successful completion of First Article and/or Production Lot Testing without approval from the Engineering Support Activity (ESA), via the PCO.
- C. The Inspection Method Sheets, which list the characteristics of each item produced under the contract, shall have serial number traceability to the raw material, casting, or forging. In addition, the contractor is responsible for providing completed inspection method sheets showing the actual dimensions taken
- D. Markings should be in accordance with MIL-STD-130 Rev. "K" paragraph 5.3.3(a), (b), (c), and (g). Method and location shall be in accordance with the drawing.

III. Mandatory Inspection Requirements

During production, mandatory inspection is required to be accomplished by the contractor, as follows:

- A. Level of Inspection (LOI):
 - 1) Critical Characteristics: 100% inspection shall apply.
 - 2) Major and Minor Characteristics LOI shall be in accordance with a sampling plan acceptable to the QAR.
- B. Critical Characteristics: (78286) 70301-10008-044

NONE

- C. Major and Minor Characteristics Shall be defined by the contractor subject to QAR concurrence, unless defined on applicable drawings and associated specifications.
- IV. Unless expressly provided for elsewhere in this Clause, equipment such as fixtures, jigs, dies, patterns, templates, mylars, special tooling, test—equipment, or any other manufacturing aid required for the manufacture and/or testing of the subject items will not be provided by the Government or any other source and is the sole responsibility of the contractor. The foregoing applies notwithstanding any reference to such equipment or the furnishing thereof that may be contained in any drawing

FIRST ARTICLE TESTS REQUIRED (Government Testing)

I. First Article Inspection/Test Criteria:

The tests to be performed under the First Article approval clause of the contract are:

- A. Dimensional Check 100 % of finished part
- B. Form / Fit
- C. Compliance with all drawings, (78286) 70301-10008-044 and specifications referenced therein.
 - D. Review documentation as provided under DD 1423 requirements.

In addition to the above tests, the First Articles to be delivered hereunder shall also be subjected to those tests which will demonstrate that the articles comply with contract requirements. The contractor shall be responsible for providing necessary parts and repair of the First Article (s) during testing. The contractor shall be responsible for providing necessary parts and repair of the First Article Sample (s) during testing.

II. Special Instructions:

Sample (s) may be considered as production items under the contract provided the sample(s) can be refurbished to ready for issue (RFI) condition and provided the sample(s) have inspection approval of the cognizant QAR. Sample(s) may be shipped as production items only after all other units required under the contract have been produced and are ready for shipment.

Notification of Shipment of Material For Government Testing:

A. Fourteen (14) days prior to shipment of First Article Sample (s) the contractor shall notify the designated test facility, in writing of the anticipated shipping date, with an information copy to the PCO, ACO, and QAR. The contractor shall also arrange for preliminary inspection of test samples by the CAO/QAR.

B. Upon shipment of First Article Samples, two (2) copies of the Material Inspection and Receiving report (DD form 250), bearing the QAR's signature and indication of preliminary inspection, shall be fowarded to the PCO / ACO and the designated test facility. The envelopes shall be clearly marked, "DO NOT OPEN IN MAILROOM".

FIRST ARTICLE APPROVAL (GOVERNMENT TESTING)

The contractor shall deliver ONE (1) UNIT of lot / item 001 within 250 days from the date of this contract to the government designated facility listed below.

NAVAL AVIATION DEPOT ATTN: MR. STEVE LUNDERG CODE 3.3.2 BUILDING 159, DOOR R-4 MCAS CHERRY POINT, NC 28533-5040

Marking of test sample (s) shipping container:

"FOR FIRST ARTICLE TESTING. NOT FOR RFI, DO NOT TAKE UP IN STOCK". CONTRACT NUMBER:

- A. For First Article Test, the shipping documentation shall contain this contract number and the lot/item indentification. The characteristics that the First Article must meet and the testing requirements that are specified elsewhere in this contract.
- B. Within 120 calendar days after the Government receives the First Article, the contracting officer shall notify the contractor, in writing, of the conditional approval, approval or disapproval of the First Article. The notice of conditional approval or approval shall not relieve the contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the contractor. A notice of disapproval shall cite the reasons for disapproval.

If the First Article is disapproved, the contractor, upon Government request, shall submit an additional First Article for testing. After each request, the contractor shall make any necessary changes, modifications, or repairs to the First Article or select another First Article for testing. All costs related to these tests are to be borne by the contractor, including any and all costs for additional testing following disapproval. The contractor shall furnish any additional First Article to the Government under the terms and conditions and within the time specified by the Government.

The Government shall act on this First Article within the time limit specified in paragraph B. above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

- C. If the contractor fails to deliver any First Article on time, or the contracting officer disapproves any First Article, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause of this contract.
- D. Unless otherwise provided in the contract, and if the approved First Article is not consumed or destroyed in testing, the contractor-
 - 1) May deliver the approved First Article as part of the contract quantity if it meets all contract requirements for acceptance.
 - 2) Shall remove and dispose of any First Article from the government test facility at the contractor's expense.
- E. If the Government does not act within the time specified in paragraph **B** or **C** above, the contracting officer shall, upon timely written request from the contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- F. Before First Article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the contractor. Before First Article approval, the costs thereof shall not be allocable to this contract for 1) progress payments, or 2) termination settlements if the contract is terminated for the convenience of the Government.
- G. The contractor shall produce both the First Article and the production quantity at the same facility and shall submit a certification to this effect with each First Article.
- H. The contractor shall provide specific written notification to the procuring contractor officer informing him/her of the shipment of any articles furnished in accordance with this clause. Such notification must be addressed to the attention of the ACO with copies to the testing activity. Failure to provide such notification shall excuse the government from any delay in performing First Article Testing and informing the contractor of the results thereof.

ALTERNATE OFFERS - WAIVER OF FIRST ARTICLE APPROVAL REQUIREMENTS

- (I) Unless otherwise specified in the solicitation, the ESA and NAVAIR reserves the right to waive the First Article Approval. Requirements specified herein for offerers who have previously furnished <u>IDENTICAL</u> production articles accepted by the Government or the Original Equipment Manufacturer/Prime Manufacturer. An offerer requesting waiver of First Article Approval Requirements shall submit evidence with its offer establishing that:
 - (a) the last production unit was delivered within three (3) years of the issue date of solicitation AND
 - (b) the production location to be used for this requirement is the same as used for the previous production run.

Additionally, the offerer shall submit a CERTIFICATION, to be executed by the officer or employee responsible for the offer, stating that:

- (c) the articles to be provided will be produced using the same facilities, processes, sequence of operations and approved subcontractors as those previously delivered and accepted by the Government or the Original Equipment Manufacturer/Prime Manufacturer, AND
- (d) the previous production units were manufactured without Material Review Board disposition or waiver/deviation request or rejection of pre-production samples for cause.

(NOTE: This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.)

- (II) Offerors requesting waiver of First Article Approval Requirements under the provisions of this clause are cautioned to submit two prices for articles required herein one that is based on compliance with the First Article Approval Requirements AND one that is based on a waiver of such requirements. Where an offeror submits only one price and fails to clearly state that the price is based on waiver of the First Article Approval Requirements, it will be deemed to be based on compliance with the First Article Approval Requirements.
- (III) In the event waiver of the First Article Approval Requirements is granted, the delivery schedule for the production items shall be reduced by the number of days designated for delivery of First Article Test unit plus the number of calendar days indicated for the government notification of conditional approval or approval. These requirements are specified in the quality assurance section of this solicitation. If the offeror is unable to meet the desired schedule, he shall insert below the alternate delivery schedule he offers to the government.

Offerer's Proposed Alternate Delivery Schedule (Based on waiver of First Article Approval Requirements)

Within Days:			
Item No.	Quantity	After Date of Contract	

PRODUCTION LOT TESTING REQUIREMENTS [WITNESSED AND ACCEPTED AT THE CONTRACTORS FACILITY]

The material produced under contract shall be accepted by the cognizant CAO/QAR upon the successful completion of these requirements.

THE PRODUCTION LOT SAMPLES SHALL BE INSPECTED AT THE CONTRACTORS FACILITY WITNESSED AND ACCEPTED BY THE DCMA/QAR. A WRITTEN TEST REPORT SHALL BE FORWARDED TO THE CONTRACTING OFFICER. ALL 1423 REQUIREMENTS APPLY.

I. Production Lot Test Requirements

- A. The cognizant CAO/QAR shall select 1 item at random from the production lot. In addition the QAR shall select one (1) item at random from each successive lot or portion thereof.
- B. Production Lot Testing to be completed during production after First Article Approval.
- II. The tests to be performed under the Production Lot Sample testing provisions of the contract are:
- A. Compliance with drawings (78286) 70301-10008-044 and all specification referenced therein.
 - B. Dimensional Check

In addition to the above tests, the Production Lot Sample(s) to be delivered hereunder shall also be subjected to those tests, which will demonstrate that the sample(s) comply with contract requirements.

III. Testing location

- A. The Production Lot inspection shall be performed at the contractor's plant, by the contractor and witnessed and accepted by the DCMC/OAR. Within fifteen (15) days of completion of Production Lot Testing the CAO/OAR shall prepare and submit two (2) copies of their test report with conclusions and recommendations to the Contracting Officer All 1423 requirements apply.
- B. Sample(s) may be considered as production items under the contract provided sample(s) can be refurbished to ready For Issue (RFI) condition and provided sample(s) have inspection approval of the cognizant DCMC. Sample(s) may be shipped as production items only after all other units required under the contract have been produced and are ready for shipment.

PRODUCTION LOT TESTING (CONTRACTOR TESTING)

- A. If the contractor fails to provide any Production Lot Samples for testing within the time or times specified, or if the contracting officer disapproves any Production Lot Samples, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause of this contract, and this contract shall be subject to termination for default.
- B. In order for a Production Lot to be acceptable, all samples representative of the lot must pass all the contract requirements. In the event a sample fails to pass such requirements, the lot will be rejected. In such event, the government may, at its option and at no additional cost to the government, (I) terminate all or any portion of this contract for default, (II) require the manufacture of a new Production Lot, or a rework of the rejected Production Lot if the means and procedures by the contractor for rework are acceptable to the government, or (III) require the submission of additional samples for test. The foregoing procedures shall apply to new or reworked Production Lots in the same way as they did to the original Production Lot.
- C. For each additional sample or each resubmission of a modified sample which the contractor is required to submit for approval hereunder as a result of a failure of a previous sample to conform to the requirements of the specification, the contractor shall pay to the government the costs of reinspection, examination and retesting and the contractor and his sureties (if any) shall be liable for the amount of such costs.
- D. Nothing contained in the foregoing provisions of this clause, and no action of the government in accordance herewith, shall in any way prejudice the right of the government under the clause of this contract entitled default.